

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION - CINCINNATI**

SET SHAHBABIAN, M.D.,	:	Case No. 1:18-cv-790
	:	
Plaintiff,	:	Judge Matthew W. McFarland
	:	
v.	:	
	:	
TRIHEALTH G LLC, et al.,	:	
	:	
Defendants.	:	

ORDER AWARDING CALCULATED PREJUDGMENT INTEREST

On July 22, 2021, this Court entered summary judgment on every cause of action in this matter. It awarded Defendant TriHealth G \$679,711.61 on its breach of contract counterclaim. (Memorandum Opinion and Order, Doc. 213, Pg. ID 16,803.) The Court directed the parties to calculate the prejudgment interest that accrued on that amount from the time TriHealth submitted its Reconciliation Notice to Dr. Shahbabian and the order's entry date. The parties obliged and submitted a joint proposed order that calculated the prejudgment interest to be \$68,031.32.

An award of prejudgment interest is compensation for the period of time between accrual of the claim and judgment. *Royal Elec. Constr. Corp. v. Ohio State Univ.*, 652 N.E.2d 687, 692 (Ohio 1995). Ohio law provides for prejudgment interest to the party that wins a judgment on a contract claim or counterclaim. R.C. § 1343.03(A); *Fabrizi Trucking & Paving Co. v. City of Cleveland*, 85 N.E.3d 279, 287 (Ohio Ct. App. 2017). “[W]hen money becomes due and payable . . . upon all judgments, decrees, and orders of any judicial

tribunal for the payment of money arising out of . . . a contract . . . the creditor is entitled to interest at the rate per annum determined pursuant to section 5703.47 of the Revised Code," unless some other contractual rate applies. R.C. § 1343.03(A).

Because Defendant TriHealth G won a monetary judgment on its breach of contract counterclaim, it is entitled to prejudgment interest under R.C. § 1343.03(A). Counsel for Defendant TriHealth G calculated the interest that accrued between May 2, 2019 and July 22, 2021, and arrived at a prejudgment interest amount of \$68,031.32. Counsel for Dr. Shahbabian reviewed the calculation. Both parties confirmed the calculation of interest was accurate. They include the following information:

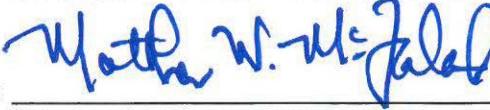
Period	Days	Rate	Rate/Day	Principal	Interest	Cum. Int.
5/2/19 - 12/31/19	243	5%	.00013699%	\$679,711.61	\$22,704.80	\$22,704.80
1/1/20 - 12/31/20	365	5%	.00013699%	\$679,711.61	\$33,985.58	\$56,690.38
1/1/21 - 7/22/21	203	3%	.00008219%	\$679,711.61	\$11,340.94	\$68,031.32

Their joint filing also acknowledges an award of postjudgment interest.

Accordingly, in addition to the \$679,711.61 judgment awarded on July 22, 2021, Defendant TriHealth G is further awarded prejudgment interest in the amount of \$68,031.32, for a total of \$747,742.93, plus postjudgment interest to be calculated at the statutory rate.

IT IS SO ORDERED.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

By: 
JUDGE MATTHEW W. McFARLAND